No. RD 42 AQO 71, dated 17th September 1971.

IN EXERCISE OF THE POWERS conferred by Section 42 of Land Acquisition Act (I of 1894) as amended by the Mysore Act 17 of 1961, the Agreement entered into by the President, Kakotuparambu High School Committee, Nelkeri village, Virajpet Taluk, Coorg District, with the Government of Mysore as annexed hereto is published as required by the said Section.

AGREEMENT

AN AGREEMENT made this 30th November 1970 BETWEEN the President, Kakotuparambu High School Committee. Nalkere village, Virajpet Circle. Virajpet Taluk, Coorg District (herein-after called the "Kakotuparambu High School" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the one Part, AND the Governor of Mysore of the part.

WHEREAS the principal objects for which the Educational Institution is established is to promote Education.

AND WHEREAS the Educational Institution has applied to the Government of Mysore (hereinafter referred to as "THE GOVERNMENT") that certain lands measuring 2-79 acres in Sy.No. 362 of Nalkeri village, more particularly described in the schedule hereto annexed (and hereinafter referred to as "THE SAID LAND") should be acquired under the provisions of the Land Acquisition Act 1894 (Central Act I of 1894) as amended by the Land Acquisition Act (Mysore Extension and Amendment Act 1961 (Mysore Act 17 of 1961) hereinafter referred to the said Act") for the following purposes, *viz.*, for opening a play-ground of Kakotuparamba High School, Nalker village, Virajpet Taluk.

AND WHEREAS the Government having caused an inquiry to be made in conformity with the provisions of the said Act and being satisfied as a result of such inquiry that the acquisition of the said land is needed for opening a play ground in Nalkeri Village has consented to the provisions of ths said Act being put in force in order to acquire the said land for the Kakotuparambu High School, and has pursuant to Section 41 of the said Act required the Kakotuparambu High School to enter into an agreement hereinafter contained with the Government.

NOW THESE PRESENTS, witness and it is hereby agreed that the Government shall put in force the provisions of the said Act in order to acquire the said land for Kakotuparambu High School on the following conditions :—

1. The Institution shall pay to the Government the entire cost, as determined by the Government, of the acquisition of the said land, including all compensation, damages, costs, charges and other expenses whatsoever, which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigation arising out of such acquisition either in original or Appellate Courts, and including the costs on account of any establishment and salary or any Officer or Officers of the Government whom the Government may think it necessary to employ or depute or Special duty for the purpose of said acquisition and also including percentage charges of the total amount of compensation awarded as prescribed by the Government or any other order which may be issued by the Government hereafter in supersession or modification of the said Order. The moneys which shall be payable by the Institution under this clause shall be paid by it by the initial deposit with the Deputy Commissioner, Coorg (hereinafter called "THE DEPUTY COMMISSIONER") of the sum of Rupees 1836-30 (Rupees One Thousand Eight Hundred and Thirtysix and paise Thirty only) within seven days after the execution of this agreement and thereafter by payment to the Deputy Commissioner within fourteen days after demand by the Deputy Commissioner in writing of such further amount or amounts as the Deputy Commissioner shall from time to time intimate to be required for the purpose of paying or disbursing any compensation, damages, costs, charges, or expenses hereinbefore referred to.

2. On payment of the entire cost of the acquisition of the said land, as hereinabove referred to, the whole of the said land shall. as soon as conveniently may be, be transferred to the Kakotuparambu High School at the cost in every respect of the Kakotuparambu High School so as to vest in the Kakotuparambu High School subject to the provisions of the Mysore Land Revenue Act 1964 (hereinafter called "THE SAID ACT") and the rules made thereunder and subject also to the provisions of this agreement as to the terms on which the land shall be held by the Institution.

3. The said land when so transferred to/and vested in the Kakotuparambu High School shall be held by the Kakotuparambu High School as its property to be used only in furtherance of and for puposes for which it is aequired, subject nevertheless to the payment of agricultural, non-agricultural or other assessment if and so far as the said land is or may from time to time be llable to such assessment under the provisions of the said Act and the rules made thereunder, and the local cesses, as the case may be.

4. (i) That the Kakotuparambu High School shall not, except with the previous sanction of the appropriate Government, use the land for any purpose other than that for which it is acquired.

(ii) That the time within which the formation of Playground shall be opened shall not exceed three years from the date of transfer of the land to the Institution.

(iii) That where the appropriate Government is satisfied after such enquiry as it may deem necessary that the Educational Institution was prevented by reason beyond its control from opening the playground, the appropriate Government may extend the time for that purpose by a period not exceeding one year at a time so however that the total period of extension shall not exceed three years ;

(iv) That if the Educational Institute commits a breach of any of the conditions provided for in the agreement the appropriate Government may make an order declaring the transfer of the land to the Educational Institution as null and void whereupon the land shall revert back to the appropriate Government and directing that an amount not exceeding one fourth of the amount paid by the Educational Institution to the appropriate Government as the cost of acquisition under Clause (1) of Section 41 of the Act shall be forfeited to the appropriate Government as damages and the balance shall be refunded to the Educational Institu ion and the order so made shall be final and binding ;

(v) That if the Educational Institution utilises only a portion of the land for the purpose for which it was acquired and the appropriate Government is satisfied that the Educational Institution can continue to utilise the portion of the land used by it even if the utilised part thereof is resumed, the appropriate Government may make an Order declaring the transfer of the land with respect to the unutilised portion thereof as null and void whereupon such unutilised portion shall revert back to the appropriate Government and directing that an amount not exceeding one fourth of such portion of the amount paid by the Educational Institution as cost of the acquisition under Clause ( ) of Section 41 of the Act, as is relatable to unutilised portion shall be forfeited to the appropriate Government as damages and that balance of the portion shall be refunded to the Educational Institution and the order so made, shall, subject to the provisions of the clause (iv) be final and binding.

(vi) That where there is any dispute with regard to the amount relatable to the unutilised portion of the land, such dispute shall be referred to the Court within whose jurisdiction of the land or any part thereof is situated and the decision of the Court thereon shall be final ;

(vii) Where the Educational Institution commits a breach of any of the terms of the agreement, the appropriate Government shall not make an order under clause (iv) or Clause (v) above, unless the Educational Institution has been given an apportunity of being heard in the matter ;

(viii) The appropriate Government shall consult the Committee before according any sanction under clause (i) above, or extending the time under clause (ii) above or making any order under clause (v) or clause (iv) above.

5. (i) That in any of urgency where possession of any land as proposed to be taken under Section 17 before an award has been made under Section 11 of the Act, the Educational Institution shall deposit with the Deputy Commissioner, Coorg free of interest such amount (being not more than 2/3 of the approximate amount of compensation payable in respect of the land as determined under Clause (ii) of sub-rule 2 of the Rule 4 of the Land Acquisition (Company) Rules 1963 and within such time as the Deputy Commissioner, Coolg, thinks fit, to specify in this behalf ;

(ii) Where any amount has been deposited with the Deputy Commissioner under Sub-clause 1 of clause-5 the Deputy Commissioner shall tender payment of the amount so deposited to the persons interested who, in the opinion of the Deputy Commissioner are entitled to receive payment of Compensation under sub-section(1) of Section 31 of the Act and shall pay it to them unless prevented by some one or more of the contingencies mentioned in sub-section (2) of section 31 of the Act subject to the following conditions *viz.*,

(1) The execution of an agreement by such recipient that the amount received by him would be adjusted against the compensation finally awarded and that where the amount received by him exceeds the amount of the compensation finally awarded the excess amount shall be recoverable from him as arrears of Ladd Revenue and that he shall not claim any interest under the provisions of the Act in respect of the amount received by him under this sub-rule ; and.

(2) The execution of a Bond by each recipient with or without security as the Deputy Commissioner may decide undertaking to indemnify the appropriate Government against any claim for compensation or part thereof by any other person.

(3) If the amount deposited by the Educational Institution under Sub-clause (1) of Clause 5 or any part thereof is not paid under Sub-Clause (2) of Clause-5 the Deputy Commissioner shall as soon as practicable, refund the same to the Educatiaonal Institution.

All the costs and expenses of and incidental to the preparation and execution of these presents shall be paid by the Educational Institution.

SCHEDULE ABOVE REFERRED TO

District : Coorg Taluk : Virajpet Village : Halkeri

S. No.	Area A. Cents	Bounded by			
		East	West	South	North
362	2—79	352	Kadamga, 363/1	Kadamga, 363/1	244/1

To be acquired for the formation of Play Ground in Halkeri Village, Virajpet Taluk for Kakotuparambu High School.

IN WITNESS WHEREOF, Shri M. B. Somanna, President, Kekotuparambu High School Committee, Halkeri Village, Virajpet Taluk, has for and on behalf of the Educational Institution set his and the seal of the Educational Institution and Deputy Commissioner, Coorg, hath on behalf of the Government of Mysore, set his hand and affixed the seal hereto on the day and the year first above written.

Signed, sealed and delivered by : Sd. M. B. Somanna,
President, 30-11-1970.
Kakotuparambu High School Committee, Kakotuparambu.

In the presence of : Sd. K. B. Chengappa
30-11-1970.

Sd. C. G. Devaiah,
30-1 -1970.

Signed, sealed and deliverod by in the presence of :

For and on behalf of the Governor of Mysore,

.....,
Asststant Commissioner, Mercara,

&

Land Acquisition Officer Mercara Sub-Division, Mercara, Coorg District.

For and on behalf of the Governor of Mysore,

Sd. T. J. RAMAKRISHNAN,
18-6-1971,

Deputy Commissioner, Mercara, Coorg District.

By Order and in the name of the President of India,

B. P. KRISHNA,
Under Secretary to Government, R. D

2009